Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

#### Filing at a Glance

Company: Jackson National Life Insurance Company

Product Name: Highest Quarterly Anniversary SERFF Tr Num: JACK-125783544 State: ArkansasLH

Value Guaranteed Minimum Death Benefit

Endorsement

TOI: A02.1I Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 40104

Variable and Variable

Sub-TOI: A02.1I.002 Flexible Premium Co Tr Num: 7580 ET AL State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Julie Hughes, Lynda

Neese, Lynne Gerding

Date Submitted: 08/28/2008 Disposition Status: Approved

Implementation Date Requested: 10/16/2008 Implementation Date:

State Filing Description:

#### **General Information**

Project Name: Highest Quarterly Anniversary Value Guaranteed Status of Filing in Domicile: Not Filed

Minimum Death Benefit Endorsement

Project Number: 7580 ET AL Date Approved in Domicile: 08/28/2008

Requested Filing Mode: Review & Approval

Domicile Status Comments: The form is exempt

from filing with Michigan, our State of domicile, by Order No. 97-010-M, which was issued and entered January 29, 1997, effective February 1,

Disposition Date: 08/28/2008

1997.

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Individual

Group Market Size:

Overall Rate Impact:

Filing Status Changed: 08/28/2008 State Status Changed: 08/28/2008

Corresponding Filing Tracking Number: 7580 ET AL

Deemer Date:

Group Market Type:

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

Filing Description:

Submitted for your review and approval are the above-referenced guaranteed minimum death benefit endorsements.

These endorsements are very similar in nature to the following previously approved endorsements:

New Form Number Similar Form Number Similar Form Approval Date

7580 7556 May 15, 2008

7581 7557 May 15, 2008

7582 7558 May 15, 2008

7583 7559 May 15, 2008

7584 7560 May 15, 2008

The two main changes to the previously approved endorsements are:

- 1) Minimal language changes to include and define effective date other than the issue date, which will allow for conversions to a new GMDB on an inforce contract on any contract anniversary.
- 2) To clarify in the roll-up component section of forms 7581, 7582, 7583 and 7584 how premium is handled that is received in the first contract quarter.

To aid in your review, redlined copies against the similar approved forms are provided for your reference

Endorsement 7580 offers its owner the opportunity to receive a potentially higher death benefit based on the greatest of: (1) the current contract value (less any charges due under any optional endorsements to the contract); (2) premiums paid into the contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the contract value at the time of the withdrawal; (3) the GMDB benefit base. The GMDB benefit base is equal to the greatest of the adjusted quarterly contract values from the effective date and every subsequent contract quarterly anniversary prior to the owner's 81st birthday.

Endorsements 7581 and 7583 offers its owner opportunity to receive a potentially higher death benefit based on the greatest of: (1) the current contract value (less any charges due under any optional endorsements to the contract); (2) premiums paid into the contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the contract value at the time

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

of the withdrawal; (3) the GMDB benefit base.

The GMDB benefit base is compounded at an annual interest rate of 5% on 7581 or 6% on 7583 (4% on 7581 or 5% on 7583 if the owner or oldest joint owner was age 70 or older on the effective date) from the step-up date until the contract anniversary immediately preceding the owner's (or oldest joint owner's) 81st birthday and is equal to (1) the step-up value on the most recent step-up date, (2) plus any premium paid (net of any applicable premium taxes) subsequent to the determination of the step-up value, (3) less any withdrawal adjustments for withdrawals taken subsequent to the determination of the step-up value.

Endorsements 7582 and 7584 offers its owner opportunity to receive a potentially higher death benefit based on the greatest of: (1) the current contract value (less any charges due under any optional endorsements to the contract); (2) premiums paid into the contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the contract value at the time of the withdrawal; (3) the GMDB benefit base.

The GMDB benefit base is equal to the greatest of either the roll-up component, which is equal to (1) the step-up value on the most recent step-up date, (2) plus any premium paid (net of any applicable premium taxes) subsequent to the determination of the step-up value, (3) less any withdrawal adjustments for withdrawals taken subsequent to the determination of the step-up value, compounded at an annual interest rate of 5% on 7582 or 6% on 7584 (4% on 7582 or 5% on 7584 if the owner or oldest joint owner was age 70 or older on the effective date) from the step-up date until the contract anniversary immediately preceding the owner's (or oldest joint owner's) 81st birthday; or the highest quarterly anniversary value component, which is equal to the greatest of the adjusted quarterly contract values from the effective date and every subsequent contract quarterly anniversary prior to the owner's 81st birthday. Each adjusted quarterly contract value is equal to (1) the contract value on the effective date or contract quarterly anniversary; (2) adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals), (3) plus any premium paid (net of any applicable premium taxes) subsequent to that date.

The endorsements are strictly optional, and there is an additional charge to the contract value for the benefit provided. The endorsements may be added to new issues, as well as previously issued contracts. The issue ages are 0 - 79.

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

These are new forms and will not replace any forms currently in use. These endorsements are designed for use with any individual variable annuity that has been previously approved by your Department and any individual variable annuity form that Jackson National Life Insurance Company may develop and file with your Department for approval in the future.

A readability certification has not been included with this submission as the endorsements are regulated as a security by the Securities and Exchange Commission and are not subject to readability requirements.

The forms will be issued by Jackson National Life Insurance Company and the variable annuity contract to which it will be attached is marketed to the general public by appropriately licensed registered representatives through broker/dealers and financial institutions.

The forms are exempt from filing with Michigan, our State of domicile, by Order No. 97 010 M, which was issued and entered January 29, 1997, effective February 1, 1997. To the best of our knowledge and belief their provisions comply with applicable laws and regulations of your jurisdiction. With regard to Regulation 19, Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance. With Regard to Regulation 6, we have reviewed and certify that we are in compliance.

Variables within the forms have been bracketed and generally consist of names, dates and numbers. The forms, when issued, may vary in format, paper size, border and Company logo. We will correct any minor typographical error that may be identified after filing. The forms may also be used as a single-sided form. Additionally, a small square bar code may be placed in the far bottom left-hand corner.

If produced electronically, the forms may vary somewhat in format, such as the two-sided page format being printed as one-sided pages. However, the content of each form will remain exactly as submitted.

Attached are all applicable actuarial documentation, any applicable certification forms and filing fees.

I look forward to your favorable review. If I can be of any assistance to you, or if additional information is required, please contact me by telephone at 800/317-7989, by facsimile at 517/706-5522, or by email at pd&sf@jnli.com.

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

#### **Company and Contact**

#### **Filing Contact Information**

Lynda Neese, Analyst PD&SF@jnli.com

1 Corporate Way (800) 317-7989 [Phone] Lansing, MI 48909 (517) 706-5522[FAX]

**Filing Company Information** 

Jackson National Life Insurance Company CoCode: 65056 State of Domicile: Michigan

1 Corporate Way Group Code: 918 Company Type: Lansing, MI 48915 Group Name: State ID Number:

(800) 317-7989 ext. [Phone] FEIN Number: 38-1659835

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#### **Filing Fees**

Fee Required? Yes
Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: \$20.00 per form - 5 forms

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Jackson National Life Insurance Company \$100.00 08/28/2008 22179640

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

#### **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/28/2008	08/28/2008

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

#### **Disposition**

Disposition Date: 08/28/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	7580-7584 Statement of Variability		Yes
Supporting Document	Redline Comparisons to Previously Approved Forms		Yes
Form	Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement		Yes
Form	5% Roll-Up Guaranteed Minimum Death Benefit Endorsement		Yes
Form	Combination 5% Roll-Up and Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement	I	Yes
Form	6% Roll-Up Guaranteed Minimum Death Benefit Endorsement		Yes
Form	Combination 6% Roll-Up and Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement	I	Yes

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

#### Form Schedule

Lead Form Number: 7580

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	7580	Policy/Cont Highest Quarterly ract/Fratern Anniversary Value al Guaranteed Certificate: Minimum Death Amendmen Benefit Endorsement, Insert Page, Endorseme nt or Rider	Initial nt		0	7580 endorsement form 08-21- 08.pdf
	7581	Policy/Cont 5% Roll-Up ract/Fratern Guaranteed al Minimum Death Certificate: Benefit Endorsemer Amendmen t, Insert Page, Endorseme nt or Rider	Initial nt		0	7581 endorsement form 08-21- 08.pdf
	7582	Policy/Cont Combination 5% ract/Fratern Roll-Up and Highest al Quarterly Certificate: Anniversary Value Amendmen Guaranteed t, Insert Minimum Death Page, Benefit Endorsemer Endorseme nt or Rider			0	7582 endorsement form 08-21- 08.pdf
	7583	Policy/Cont 6% Roll-Up ract/Fratern Guaranteed al Minimum Death Certificate: Benefit Endorsemer	Initial nt		0	7583 endorsement form 08-21- 08.pdf

 SERFF Tracking Number:
 JACK-125783544
 State:
 Arkansas

 Filing Company:
 Jackson National Life Insurance Company
 State Tracking Number:
 40104

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

Amendmen t, Insert Page,

Endorseme nt or Rider

7584 Policy/Cont Combination 6% Initial 0 7584

ract/Fratern Roll-Up and Highest endorsement al Quarterly form 08-21-Certificate: Anniversary Value 08.pdf

Certificate: Anniversary Value Amendmen Guaranteed

t, Insert Minimum Death

Page, Benefit Endorsement

Endorseme nt or Rider



# HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

#### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.0750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

**EFFECTIVE DATE.** If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

**GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:

- a. the Contract Value on the Effective Date or Contract Quarterly Anniversary,
- b. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
- c. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the GMDB Benefit Base, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the GMDB Benefit Base in the same proportion that the Contract Value was reduced on the date of such withdrawal."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
- the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender;
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

Jackson National Life Insurance Company

President and Chief Executive Officer



# [5%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

#### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.1500%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

**EFFECTIVE DATE.** If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

#### **GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to:

- a. the Step-Up Value on the most recent Step-Up Date,
- b. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
- c. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,

compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

All Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

**STEP-UP DATE.** The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

**STEP-UP VALUE.** If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal, or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender;
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

**Jackson National Life Insurance Company** 

President and Chief Executive Officer



# COMBINATION [5%] ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

#### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.1750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

**EFFECTIVE DATE.** If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

**GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to the greatest of (a) or (b):

- a. The Roll-Up Component, which is equal to:
  - 1. the Step-Up Value on the most recent Step-Up Date,
  - 2. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
  - 3. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,

compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

For the purpose of calculating the Roll-Up Component, all Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [5%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the Roll-Up Component immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

- b. The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:
  - 1. the Contract Value on the Effective Date or Contract Quarterly Anniversary,
  - 2. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
  - 3. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the HQAV Component, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the HQAV Component in the same proportion that the Contract Value was reduced on the date of such withdrawal.

**STEP-UP DATE.** The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

**STEP-UP VALUE.** If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender:
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

Jackson National Life Insurance Company

President and Chief Executive Officer



# [6%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

#### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.2000%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

**EFFECTIVE DATE.** If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

#### **GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to:

- a. the Step-Up Value on the most recent Step-Up Date,
- b. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
- c. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,

compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

All Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

**STEP-UP DATE.** The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

**STEP-UP VALUE.** If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal, or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender:
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

**Jackson National Life Insurance Company** 

President and Chief Executive Officer



# COMBINATION [6%] ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

#### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.2250%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

**EFFECTIVE DATE.** If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

**GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to the greatest of (a) or (b):

- a. The Roll-Up Component, which is equal to:
  - 1. the Step-Up Value on the most recent Step-Up Date,
  - 2. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
  - 3. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,

compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

For the purpose of calculating the Roll-Up Component, all Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [6%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the Roll-Up Component immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

- b. The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:
  - 1. the Contract Value on the Effective Date or Contract Quarterly Anniversary,
  - 2. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
  - 3. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the HQAV Component, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the HQAV Component in the same proportion that the Contract Value was reduced on the date of such withdrawal.

**STEP-UP DATE.** The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

**STEP-UP VALUE.** If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender:
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

Jackson National Life Insurance Company

President and Chief Executive Officer

SERFF Tracking Number: JACK-125783544 State: Arkansas

Filing Company: Jackson National Life Insurance Company

State Tracking Number: 40104

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

#### **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: 7580 ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement

Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7580 ET AL

#### **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 08/20/2008

Comments: Attachment:

AR - Cert Notice.pdf

**Review Status:** 

Satisfied -Name: 7580-7584 Statement of Variability 08/22/2008

Comments:

Attachments:

Statement of Variability 7580.pdf Statement of Variability 7581.pdf Statement of Variability 7582.pdf Statement of Variability 7583.pdf

Statement of Variability 7584.pdf

**Review Status:** 

Satisfied -Name: Redline Comparisons to Previously 08/27/2008

Approved Forms

**Comments:** 

Attachments:

7580 redlined with 7556.pdf

7581 redlined with 7557.pdf

7582 redlined with 7558.pdf

7583 redlined with 7559.pdf

7584 redlined with 7560.pdf

### CONSENT TO SUBMIT RATES AND/OR COST BASIS FOR APPROVAL

The Jackson National Life Insurance Company of Lansing, Michigan does hereby consent and agree:

A) that all premium rates and/or cost basis both "maximum" and "current or projected," used in relation to form numbers 7580, 7581, 7582, 7583 and 7584 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost basis shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost basis prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Jackson National Life Insurance Company

By:

Julie Hughes

Julie A. Hughes

Assistant Vice-President

Product Drafting and State Filing Department

Date: August 28, 2008

# Endorsement: 7580 HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 08/28/08

Page(s)	Bracketed (Variable)	Range of Variables
1	On a quarterly basis, this charge equals [0.0750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB.	0.0250% - 0.5000%
1	The GMDB Benefit Base is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday.	70th - 90th
2	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.

The charge and maximum age have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge and maximum age will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.

#### **Endorsement: 7581**

#### 5% ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 08/28/08

	Γ=	Rev. 08/28/08	
Page(s)	Bracketed (Variable)	Range of Variables	
1	[5%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT	1% - 10%	
1	On a quarterly basis, this charge equals [0.1500%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB.	0.0250% - 0.5000%	
1	GMDB Benefit Base compounded at an annual interest rate of	1% - 10%	
	[5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older	1% - 10%	
	on the Effective Date) from the Step-Up Date until the earlier of the	60 – 90 years	
	date the GMDB Benefit Base is determined or Contract Anniversary		
	immediately preceding the Owner's (or oldest Joint Owner's) [81st]	70th – 90th	
	birthday.		
2	For total withdrawals up to [5%] of the GMDB Benefit Base as of	3% - 10%	
	the previous Contract Anniversary (or as of the Issue Date if there		
	is no previous Contract Anniversary), the withdrawal adjustment is		
	the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any		
	applicable dollar for dollar portion of the withdrawal, the withdrawal		
	adjustment for total withdrawals in a Contract Year in excess of		
	[5%] of the GMDB Benefit Base as of the previous Contract	3% - 10%	
	Anniversary (or as of the Issue Date if there is no previous Contract		
	Anniversary) is the GMDB Benefit Base immediately prior to the		
	excess withdrawal adjustment multiplied by the percentage		
	reduction in the Contract Value attributable to the excess		
	withdrawals (including any applicable charges and adjustments to		
	such excess withdrawals).		
2	STEP-UP DATE. The Step-Up Date is initially equal to the Effective		
	Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the	5th – 16th	
	Effective Date or the Contract Anniversary immediately preceding	301 - 1001	
	the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up	70th – 90th	
	Date is set equal to that Contract Anniversary.	7 0 11 0 0 11	
2	STEP-UP VALUE. If the Effective Date is the Issue Date of the		
	Contract, then the Step-Up Value is initially equal to the initial		
	Premium paid (net of any applicable premium taxes). If the		
	Effective Date is after the Issue Date of the Contract, then the Step-		
	Up Value is initially equal to the Contract Value, less any Recapture		
	Charges, as of the Effective Date. If the Contract Value is greater		
	than the GMDB Benefit Base upon the earlier of the [7th] Contract	5th – 16th	
	Anniversary following the Effective Date or the Contract		
	Anniversary immediately preceding the Owner's (or oldest Joint	70th 00th	
	Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary.	70th – 90th	
3	Signature of Jackson National Life's President	As the identity of this individual could	
	Signature of edonosit Hational Elic 5 i resident	change over time, it is appropriate to	
		bracket it as variable. The identity of	
		this Jackson National Life officer has	
		no material effect on the risk	
		assumed by Jackson National Life or	
		the owner of the contract.	
The chard	charge Contract Applyersaries, maximum ages and percentages have been shown as bracketed in the		

The charge, Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge, Contract Anniversaries, maximum ages and percentages will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.

#### **Endorsement: 7582**

### COMBINATION 5% ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 08/28/08

	Rev. 08/28/08		
Page(s)	Bracketed (Variable)	Range of Variables	
1	COMBINATION [5%] ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT	1% - 10%	
1	On a quarterly basis, this charge equals [0.1750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."	0.0250% - 0.5000%	
1	<b>GMDB Benefit Base</b> compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.	1% - 10% 1% - 10% 60 – 90 years 70th – 90th	
2	For total withdrawals up to [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage	3% - 10%	
2	reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).  The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the Owner's [81st] birthday. Each	70th – 90th	
2	adjusted quarterly Contract Value is equal to:  STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.	5th – 16th 70th – 90th	
2	STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary.	5th – 16th 70th – 90th	
3	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.	

The charge, Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge, Contract Anniversaries, maximum ages and percentages will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.

#### **Endorsement: 7583**

#### 6% ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 08/28/08

_ ,		Rev. 08/28/08	
Page(s)	Bracketed (Variable)	Range of Variables	
1	[6%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT	1% - 10%	
1	On a quarterly basis, this charge equals [0.2000%] of the GMDB	0.0250% - 0.5000%	
	Benefit Base and is deducted from the Contract Value (i) at the end		
	of each Contract Quarter; and (ii) upon termination of the GMDB.		
1	GMDB Benefit Base compounded at an annual interest rate of	1% - 10%	
	[6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older	1% - 10%	
	on the Effective Date) from the Step-Up Date until the earlier of the	60 - 90 years	
	date the GMDB Benefit Base is determined or Contract Anniversary		
	immediately preceding the Owner's (or oldest Joint Owner's) [81st]	70th – 90th	
	birthday.		
2	For total withdrawals up to [6%] of the GMDB Benefit Base as of	3% - 10%	
	the previous Contract Anniversary (or as of the Issue Date if there		
	is no previous Contract Anniversary), the withdrawal adjustment is		
	the dollar amount of the withdrawal (including any applicable		
	charges and adjustments to such withdrawal). After processing any		
	applicable dollar for dollar portion of the withdrawal, the withdrawal		
	adjustment for total withdrawals in a Contract Year in excess of		
	[6%] of the GMDB Benefit Base as of the previous Contract	3% - 10%	
	Anniversary (or as of the Issue Date if there is no previous Contract		
	Anniversary) is the GMDB Benefit Base immediately prior to the		
	excess withdrawal adjustment multiplied by the percentage		
	reduction in the Contract Value attributable to the excess		
	withdrawals (including any applicable charges and adjustments to		
	such excess withdrawals).		
2	STEP-UP DATE. The Step-Up Date is initially equal to the Effective		
	Date. If the Contract Value is greater than the GMDB Benefit Base		
	upon the earlier of the [7th] Contract Anniversary following the	5th – 16th	
	Effective Date or the Contract Anniversary immediately preceding		
	the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up	70th – 90th	
	Date is set equal to that Contract Anniversary.		
2	STEP-UP VALUE. If the Effective Date is the Issue Date of the		
	Contract, then the Step-Up Value is initially equal to the initial		
	Premium paid (net of any applicable premium taxes). If the Effective		
	Date is after the Issue Date of the Contract, then the Step-Up Value		
	is initially equal to the Contract Value, less any Recapture Charges,		
	as of the Effective Date. If the Contract Value is greater than the		
	GMDB Benefit Base upon the earlier of the [7th] Contract	5th – 16th	
	Anniversary following the Effective Date or the Contract		
	Anniversary immediately preceding the Owner's (or oldest Joint		
	Owner's) [81st] birthday, the Step-Up Value is set equal to the	70th – 90th	
	Contract Value on that Contract Anniversary.		
3	Signature of Jackson National Life's President	As the identity of this individual could	
		change over time, it is appropriate to	
		bracket it as variable. The identity of	
		this Jackson National Life officer has	
		no material effect on the risk	
		assumed by Jackson National Life or	
T		the owner of the contract.	
The char	ne charge. Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the		

The charge, Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge, Contract Anniversaries, maximum ages and percentages will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.

#### **Endorsement: 7584**

### COMBINATION 6% ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 08/28/08

		Rev. 08/28/08
Page(s)	Bracketed (Variable)	Range of Variables
1	COMBINATION [6%] ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT	1% - 10%
1	On a quarterly basis, this charge equals [0.2250%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."	0.0250% - 0.5000%
1	<b>GMDB Benefit Base</b> compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.	1% - 10% 1% - 10% 60 – 90 years 70th – 90th
2	For total withdrawals up to [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).	3% - 10% 3% - 10%
2	The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:	70th – 90th
2	STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.	5th – 16th 70th – 90th
2	STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary.	5th – 16th 70th – 90th
3	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.

The charge, Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge, Contract Anniversaries, maximum ages and percentages will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.



### HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, <u>unless another Effective Date for this endorsement is shown below</u>. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract. This Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit (also referred to as GMDB) may only be elected prior to the Issue Date.

Once <u>elected</u> the <u>Guaranteed Minimum Death Benefit</u> (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

#### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.0750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

<u>EFFECTIVE DATE.</u> If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

**GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to the greatest of the adjusted quarterly Contract Values from the <a href="IssueEffective">IssueEffective</a> Date and every <a href="Subsequent">subsequent</a> Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:

- a. the Contract Value on the Issue Effective Date or Contract Quarterly Anniversary,
- b. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
- c. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the GMDB Benefit Base, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the GMDB Benefit Base in the same proportion that the Contract Value was reduced on the date of such withdrawal."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

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**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender;
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the Jackson National Life Insurance Company

President and Chief Executive Officer



## [5%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract. This [5%] Roll-up Guaranteed Minimum Death Benefit (also referred to as GMDB) may only be elected prior to the Issue Date.

Once <u>elected</u> of the <u>Guaranteed Minimum Death Benefit</u> (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.1500%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

**EFFECTIVE DATE.** If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

### **GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to:

- a. the Step-Up Value on the most recent Step-Up Date,
- b. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
- c. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,

compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the <a href="IssueEffective">IssueEffective</a> Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

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All Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

**STEP-UP DATE.** At issue, the The Step-Up Date is initially equal to the Issue Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. At issue, If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal, or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender:
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

**Jackson National Life Insurance Company** 

President and Chief Executive Officer



# COMBINATION [5%] ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract. This Combination Guaranteed Minimum Death Benefit(also referred to as GMDB) may only be elected prior to the Issue Date.

Once <u>electedeffective</u>, the <u>Guaranteed Minimum Death Benefit (GMDB)</u> cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.1750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

**EFFECTIVE DATE.** If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

**GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to the greatest of (a) or (b):

- a. The Roll-Up Component, which is equal to:
  - 1. the Step-Up Value on the most recent Step-Up Date,
  - 2. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
  - 3. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,

compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the <a href="IssueEffective">IssueEffective</a> Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

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For the purpose of calculating the Roll-Up Component, all Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [5%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the Roll-Up Component immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

- b. The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the <a href="IssueEffective">IssueEffective</a> Date and every <a href="Subsequent">subsequent</a> Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:
  - 1. the Contract Value on the Issue Effective Date or Contract Quarterly Anniversary,
  - 2. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
  - 3. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the HQAV Component, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the HQAV Component in the same proportion that the Contract Value was reduced on the date of such withdrawal.

**STEP-UP DATE.** At issue, tThe Step-Up Date is initially equal to the Issue Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. At issue, If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender;
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

**Jackson National Life Insurance Company** 

President and Chief Executive Officer

<del>7558</del>7582 3



## [6%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract. This [6%] Roll-up Guaranteed Minimum Death Benefit (also referred to as GMDB) may only be elected prior to the Issue Date.

Once <u>elected</u> of the <u>Guaranteed Minimum Death Benefit</u> (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.2000%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

<u>EFFECTIVE DATE.</u> If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

### **GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to:

- a. the Step-Up Value on the most recent Step-Up Date,
- b. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
- c. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,

compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the <a href="IssueEffective">IssueEffective</a> Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

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All Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

**STEP-UP DATE.** At issue, Tthe Step-Up Date is initially equal to the Issue Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. At issue, If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal, or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender:
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

**Jackson National Life Insurance Company** 

President and Chief Executive Officer

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# COMBINATION [6%] ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract. This Combination Guaranteed Minimum Death Benefit (also referred to as GMDB) may only be elected prior to the Issue Date.

Once <u>electedeffective</u>, the <u>Guaranteed Minimum Death Benefit (GMDB)</u> cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

#### The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.2250%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMDB."

2) The following language is added to the **DEFINITIONS** section of the Contract:

**"CONTRACT QUARTER.** The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

**CONTRACT QUARTERLY ANNIVERSARY.** Each three-month anniversary of the Issue Date.

<u>EFFECTIVE DATE.</u> If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

**GMDB BENEFIT BASE.** The GMDB Benefit Base is equal to the greatest of (a) or (b):

- a.- The Roll-Up Component, which is equal to:
  - 1. the Step-Up Value on the most recent Step-Up Date,
  - 2. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
  - 3. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value.

compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the <a href="IssueEffective">IssueEffective</a> Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

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For the purpose of calculating the Roll-Up Component, all Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [6%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the Roll-Up Component immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

- b. The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the <a href="IssueEffective">IssueEffective</a> Date and every <a href="Subsequent">subsequent</a> Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:
  - 1. the Contract Value on the Issue Effective Date or Contract Quarterly Anniversary,
  - 2. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
  - 3. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the HQAV Component, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the HQAV Component in the same proportion that the Contract Value was reduced on the date of such withdrawal.

**STEP-UP DATE.** At issue, tThe Step-Up Date is initially equal to the Issue Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. At issue, If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

**"CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

- 1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
- 2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
- 3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units. Upon termination of the GMDB for any reason, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge."

**TERMINATION.** The GMDB will terminate, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge, and all benefits under this endorsement will cease on the earlier of:

- 1. the date the Owner elects to receive income payments under the Contract;
- 2. the date of a full surrender;
- 3. the date the Contract Value falls to zero for any reason; or
- 4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

Endorsement Effective Date (if different from Issue Date of the Contract):

Signed for the

**Jackson National Life Insurance Company** 

President and Chief Executive Officer

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